

AGREEMENT

THIS AGREEMENT, made this 21st day of March, 2005 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **D'AGOSTINO IZZO QUIRK ARCHITECTS, INC.** hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the City desires a Consultant to provide Architectural and Engineering services for the design of the new Rockville Cultural Arts Building; and

WHEREAS, the City desires to employ the services of the Consultant to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Consultant agrees to perform the work described and be bound by the terms and conditions set forth in Exhibits "A" and "B" attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Consultant shall perform the serves described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession (b) in compliance with such standards and practices as are prevalent in the geographic area where the property is located, and (c) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Consultant shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.
2. **REVIEW BY CITY.** The Consultant agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.
3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Consultant or his sub consultants shall become the property of the City.
4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.
5. **INDEMNIFICATION.** The Consultant agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Consultant, its sub consultants, servants, agents or employees incurred in the performance of the Agreement.



6. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Consultant will be paid on a pro-rata basis for work performed.

7. TIME OF ESSENCE. The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

8. TERMINATION FOR CAUSE. If through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Consultant will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Consultant shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments due the Consultant up to the full amount of the Consultant's fee, until such a time as the exact amount of damages due the City from the Consultant is determined by any Court of Competent Jurisdiction.

9. COMPLIANCE WITH LAWS. The Consultant shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Consultant or the Consultant's agent. Notwithstanding the foregoing, in the event that the Consultant determines that a conflict exists between any applicable law, ordinance and/or regulation, the Consultant will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

10. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Consultant will require all sub consultants to have in effect at all times insurance coverage for negligent acts, errors and omissions of sub consultants and their employees and the City shall be named as an insured party.

11. ASSIGNMENT. The Consultant shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

12. INSURANCE. The Consultant shall carry insurance with limits as outlined under the attached Exhibit "C" Insurance Requirement document and shall provide to the City a certificate evidencing the same.

13. CONFLICTS OF INTEREST. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Consultant, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Consultant shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Consultant shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Consultant's employees or agents be subagents of the City.

18. PAYMENT TERMS. Compensation shall be made by the City to the Consultant on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to exceed \$335,360.00 for design services, and \$13,000.00 for estimated reimbursable costs, for a total of \$348,360.00. In the event the labor hours exceed the design services amount the Consultant shall complete the task with no additional compensation.

19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. **All requisitions shall be submitted to The Mayor and Council of Rockville, c/o Federal Realty Investment Trust, 1626 E. Jefferson Street, Rockville MD 20852.**

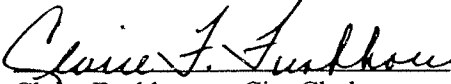
20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.


21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Consultant, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST


THE MAYOR AND COUNCIL OF
ROCKVILLE


Claire Funkhouser, City Clerk

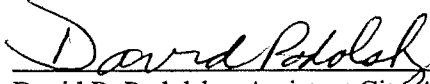
By: 
Scott Ullery, City Manager

ATTEST

D'AGOSTINO IZZO QUIRK
ARCHITECTS, INC.

By: 
Name: Thomas D. Quirk
Title: V.P.

Approved as to form and legality:


David R. Podolsky, Assistant City Attorney

EXHIBITS:

- Exhibit A - Scope of Services
- Exhibit B - Request for Proposal
- Exhibit C - Insurance Requirements

EXHIBIT A

Scope of Work

- A. The Consultant shall perform all of the following engineering, design and/or planning services and/or shall prepare fully coordinated building permit compliant, checked design plans, specifications, reports, analyses and/or recommendations in connection with those services (collectively the "Services"), as may be more specifically described in the attached proposal letter dated 5 February 2005 rev. 17 February 2005, and Exhibit B, Request for Proposal dated December 17, 2004. The Consultant and City recognizes that the full building program has not yet been developed. During the schematic design phase, the City will decide if the building will be a three, four or five story structure. Within the current scope and contract value, Consultant is authorized to proceed with concept studies for a five story building but further documentation phases for only a three story building. Once the City has decided on the final program and number of floors, the Consultant will either continue under the current authorization with a three story building, or a Change Order will be written to allow for the design of a larger structure.
- B. The Consultant will develop the specific Services and work product to be provided hereunder through site visits, consultation with the Owner or its designated representatives and consultants, and by preparing preliminary outlines, sketches or other similar work product.
- C. The Consultant agrees to provide all Services in accordance with the criteria, standards and requirements of the Owner (and/or its tenants and lenders, if applicable), and to furnish any documents or certificates reasonably requested by the Owner in connection with the Services.
- D. The Consultant shall furnish five (5) copies of required documents or drawings to the Owner, along with one set of reproducibles and one set of AutoCAD documents, if requested by the Owner. Additional copies of documents and drawings shall be furnished at cost.
- E. In the event the Services involve the preparation of construction drawings and/or specifications, and unless otherwise provided for herein, the Consultant shall, at a minimum, prepare a complete set of drawings and/or specifications for approval by the Owner at the following stages of design completion: (1) schematic design; (2) design development; and (3) final construction documents.
- F. The Consultant shall not proceed from one stage of design documents to the next stage without approval of the Owner.
- G. Consultant shall assist Owner in obtaining the approvals of any governmental agencies having jurisdiction of the Project, and shall have any documents issued for construction sealed by a design professional licensed in the state where the Project is located.
- H. The Consultant shall, at a minimum, provide the following construction administration services unless expressly excluded by the terms of Exhibit A:

- (1) The Consultant shall review and observe the construction work performed by contractors of the Owner to determine whether such work is being performed in accordance with the Consultant's construction drawings and specifications. The Consultant shall keep the Owner informed of the progress and quality of the work, and shall endeavor to protect the Owner against defects and deficiencies in the work.
- (2) If requested and based on the Consultant's observation of the work, the Consultant shall review applications for payment submitted by contractors of the Owner, and advise the Owner as to the payments requested by the contractors in light of the progress and quality of the work.
- (3) The Consultant shall promptly review and approve, or take other appropriate action upon, the shop drawings, product data, samples, and other submittals of Owner's contractors so as to cause no delay in the work.
- (4) The Consultant shall promptly issue any necessary clarifications or interpretations to the construction drawings and specifications. In the event any errors, defects, or omissions are discovered in the drawings and specifications prepared by Consultant, the Consultant shall, without undue delay or additional cost to Owner, prepare and issue any necessary revised or corrected drawings or specifications.
- (5) The Consultant shall, if requested by Owner, prepare change orders and construction directives, including any necessary supporting documentation and data for Owner's approval, and shall interpret and advise the Owner with respect to matters concerning the performance of the Owner's contractors under the requirements of the drawings and specifications prepared by Consultant.
- (6) The Consultant shall assist the Owner in securing all required certificates of inspection, testing, building permits, variances, certificates of occupancy or other similar approvals and permits with respect to the Services required of Consultant by this Agreement.
- (7) The Consultant shall attend progress meetings as requested by the Owner to discuss with the Owner and the Owner's contractors the progress, scheduling, and quality of the work as it relates to the Services required of Consultant by this Agreement.



5 January 2005

Mr. Brian Spencer
Development Management Group
5017 Durham Road East
Columbia, Maryland 21044

**Re: City of Rockville Cultural Arts Building
Request for Qualifications
Request for Proposal**

Dear Brian,

We are very pleased to have been invited to participate in the Designer Selection Process for the City of Rockville Cultural Arts Building. We understand the importance of this project as a component of the larger Rockville Town Square development. The ground level retail component will provide on-street activity and the Cultural Arts Facilities on the upper levels will complement the adjacent Library as anchors of community activity. We are excited by the opportunity of working with you and the City of Rockville to contribute our expertise to the vision of urban life that this project represents.

Over the past three decades, our firm and its founding partners, have been involved in numerous commercial and institutional projects intimately tied to a vision of urban life and vitality. These include planning projects for new towns such as Abacoa Town Center in Jupiter, Florida, the renovation and expansion of Fenway Park in Boston Massachusetts, and numerous commercial projects mixing retail uses at grade and complementary uses such as office or housing above. Our work in this vein began with the revitalization of Faneuil Hall Marketplace in Boston in 1976 and continues through current projects for ground level retail / restaurant facilities integrated with Fenway Park, a new mixed use building at Abacoa Town Center, and designs for mixed use "Town Center" developments in New Jersey and northern Virginia. Descriptions of many of these projects are included in the marketing literature included as a component of this RFQ/RFP.

In assembling a Design Team for this proposal, we have contacted a group of Consultants with extensive experience in all types of construction. Beyond that, we have found each of these Consultants to be particularly creative as designers who can meet strict time and budget requirements while retaining a creative commitment to innovative design. Each member of our design team has significant experience with urban projects of various scales.

They have indicated to us their belief in, and commitment to, the new vision of urban life that this project represents. A table listing the proposed members of our design team is provided below. Specific information regarding the Consultants, their experience, and their philosophy of design are presented in the accompanying brochure materials.

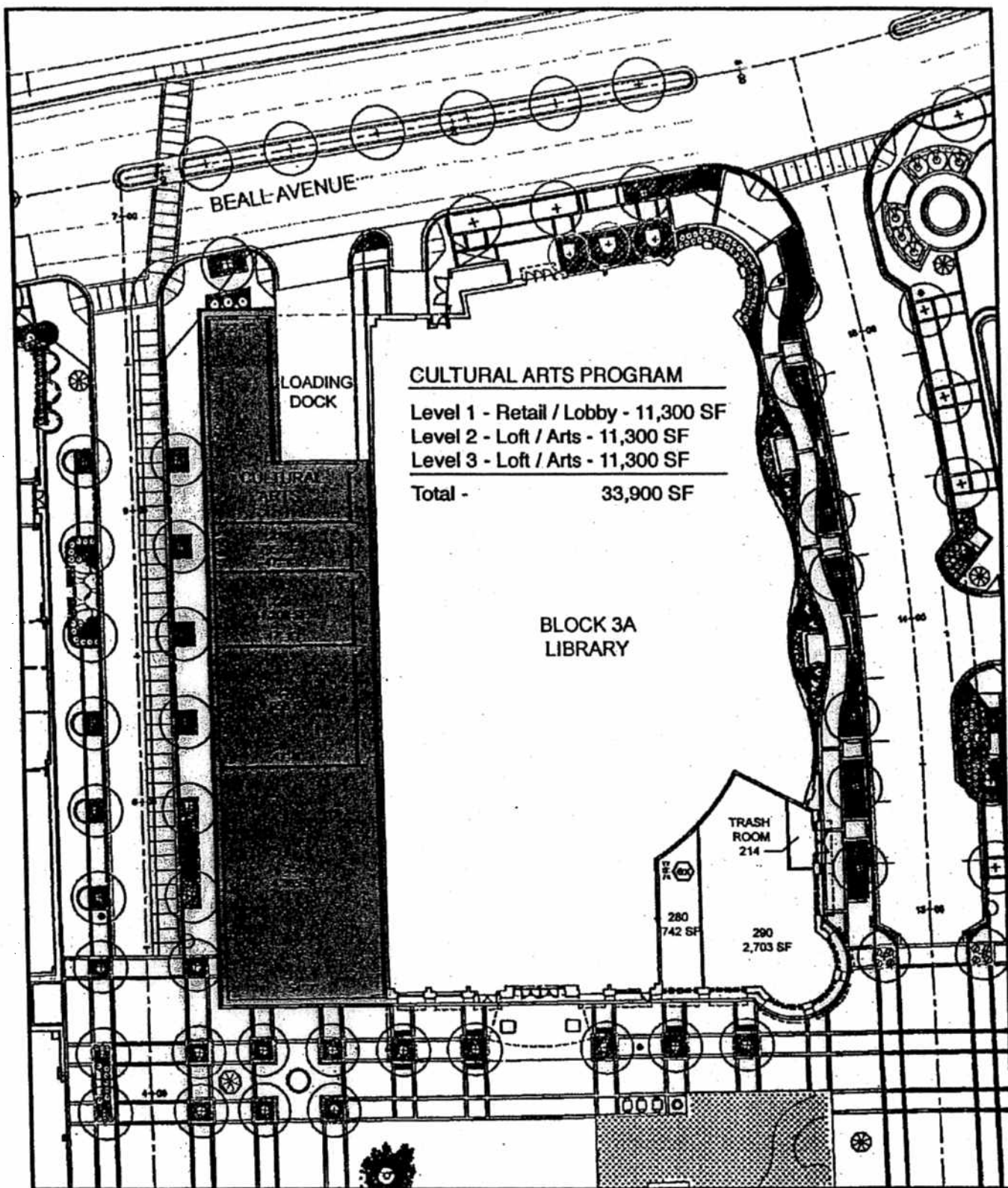
Proposed Design Team

- 1) Architectural Design
D'Agostino Izzo Quirk Architects, Inc.
- 2) Structural Engineering
McNamara / Salvia Inc., Consulting Engineers
- 3) Mechanical / Plumbing Engineering
E&S Construction Engineers, Inc.
- 4) Electrical Engineering
B&R Construction Services, Inc.
- 5) Life Safety / Fire Engineering
KPT Engineering Inc.

Additional Optional Team Members

- 1) Lighting Design
Bliss-Fasman, Inc.

We have asked each team member to provide an estimate of Design Service Fees based on the program for the project provided in the RFP and the site plan provided by DMG. We understand the building to be three levels of approximately 11,300 SF each. The Ground Level Retail will be built as "cold" dark shell space with access to utility connection points provided to Tenants based on industry standards for power, water, sanitary, and communication services. We anticipate split system HVAC design to be installed and controlled by individual Tenants. The Ground Level will include a public lobby for upper level Cultural Arts uses. Levels Two and Three are conceived as open loft or "white box" spaces that provide options for permanent or temporary division at a later date. Public toilets will be provided on a least one of the upper levels and possibly on both. It is our understanding that the current budget for the project is anticipated to be between \$ 3, 500,000 and \$ 3,600,000. A summary of design fee estimates for each Consultant is provided below. A specific explanation of each Consultant fee is included in the cover letter provided with Consultant marketing Materials.



CULTURAL ARTS CENTER
ROCKVILLE, MARYLAND



In response to the specific requests of the RFQ/RFP, we have prepared the following information for your use:

D'AIQ Financial Capability, Ownership

D'AIQ architects is a 20 person firm offering architectural, interior and urban design services. Incorporated in 1987, we have completed numerous projects of a variety of scales for clients in the United States and abroad. A partial list of past and present clients is listed below. A more complete client list is included in the attached marketing materials.

D'AIQ has annual billings averaging approximately \$ 2,500,000 with an additional \$ 1,00,000 in Consultant billings. Typically, we maintain cash accounts equal to 3 months operating expenses. Should you require a complete financial statement from our accountants, we can have a statement prepared including final results for 2004.

The ownership of D'AIQ is held by the surviving founding Partners and 8 Associates, each having at least 10 years experience as members of the firm.

Founding Partners

Charles F. Izzo	President
Thomas D. Quirk	Vice President

Key Personnel

Thomas Martinez
Fred Groff
Jack Palanjian
Wendy Magliozzi
Juan Cruz
Joan Reilly
John Giangregorio
Nina Voci

Client List

The Boston Red Sox
The Mills Corporation
The Rouse Company
General Growth Properties
The Massachusetts Institute of Technology
Harvard University
The Philadelphia Phillies

Past Projects

Aloha Tower Marketplace
BAYSIDE Marketplace
Murr Center, Harvard University
Berens Tennis Center, Harvard University
Arundel Mills
Concord Mills
The Block at Orange
717 Fifth Avenue
Pappalardo Laboratory, MIT
Hotsopolous Laboratory, MIT

Current Projects

Fenway Park Renovations
Pappalardo II, Nano-Technology Laboratory, MIT
Bridgewater Commons Lifestyle Center
SNOWDOME, Meadowlands Xanadu
Abacoa Town Center Mixed-Use

Comparable Projects

Jeano Building Renovation
26,000 SF
Restaurant

Ms. Janet Marie Smith
VP, President of Planning & Development
The Boston Red Sox
Fenway Park
4 Yawkey Way
Boston, Massachusetts
02215
617-226-6653

Bridgewater Commons Lifestyle Center
43,000 SF
Retail / Restaurant

Mr. William Rowe
General Growth Properties, Inc.
10275 Little Patuxent Parkway
Columbia, Maryland
21044

410-992-6040



Pappalardo II-Nano-Technology Laboratory
8,000 SF
Technical Laboratories

Mr. Richard Fenner
Massachusetts Institute of Technology
77 Massachusetts Avenue
Cambridge, Massachusetts
02139
617-253-7202

The budgets for these three projects are comparable to those estimated for the Rockville Cultural Arts Center, ranging from \$ 3,800,000 to \$ 5,000,000. Should you require detailed and specific information regarding project budgets, we would need to contact our clients for permission to release privileged information.

Past Affiliation with Rockville Town Square Team

To the best of our knowledge, our past affiliation with the Rockville Town Square Team is limited to our work with Mr. Brian Spencer, of Development Management Group. This includes numerous projects completed while Mr. Spencer was affiliated with the Rouse Company of Columbia, Maryland. These projects included the design of Jacksonville Landing in Jacksonville, Florida, and BAYSIDE Marketplace in Miami, Florida. Each of these projects was urban retail development of approximately 250,000 SF of GLA.

Special Qualifications

We believe the experience described in our attached marketing brochure establishes our credentials to assist The City of Rockville in bringing this project to fruition. What is hard to convey, is our design philosophy and commitment to architecture in the public realm. Although most of our clients are private corporations and institutions, they are all characterized by a commitment to "public" architecture. That is, a commitment to the betterment of public spaces and the public use of private space. It has been our goal for three decades to work with clients who have a vision of improving urban life through the design of projects integrated into the community that these projects serve. Our design process is a collaborative one. We enjoy working with clients, to achieve their vision, not our own. To achieve this, we welcome working sessions with clients using models and sketches to develop ideas, to challenge preconceived notions, and to arrive at a design solution that best serves the program and the larger community. We most enjoy the types of design opportunities integrated into the urban fabric that are offered by projects like the Rockville Cultural Arts Center.



We believe our commitment to these ideas is evident in the work shown in the accompanying brochures. We believe the client contacts noted above can speak to our commitment to a collaborative design process.

Design Fee Estimates

In compliance with the terms of the RFP, our proposed Design Team members have prepared fee estimates for the project based on the description of the project program included in the RFP. A summary of these estimates is listed below. Proposals prepared by each consultant are included in the accompanying documentation. D'AIQ and its Consultants have included personnel billing rate tables for your reference.

Proposed Design Team

1)	Architectural Design D'Agostino Izzo Quirk Architects, Inc.	\$ 230,000.00 Plus reimb. expenses
2)	Structural Engineering McNamara / Salvia Inc.	\$ 24,000.00 Plus reimb. expenses
3)	mechanical / Plumbing Engineering E&S Construction Engineers, Inc.	\$ 35,000.00 Plus reimb. expenses
4)	Electrical Engineering B&R Construction Services, Inc.	\$ 32,500.00 Plus reimb. expenses
5)	Life Safety / Fire Engineering KPT Engineering Inc.	\$ 13, 860.00 Plus reimb. Expenses
TOTAL		\$ 335,360.00 Plus reimb. expenses

Alternate for Additional Team Members

1)	Lighting Design Bliss-Fasman, Inc.	\$ 35,000.00 Plus reimb. Expenses
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Summary

Once again, thank you for considering our firm for this project. We hope that the information presented here gives, at least, an introduction to our firm and our interest in innovative urban design. Please let us know if you need any further information or explication of any of the materials included in this submittal.

We believe this project exemplifies a commitment to urban life and community involvement that has always informed good architecture. We appreciate the vision that has created the Rockville Town Center project. We would enjoy participating and contributing our expertise to the success of the project as a whole. We hope we may have the opportunity of working with you and the entire Rockville Cultural Arts Team to make the vision for the Cultural Arts Building a reality.

Sincerely,

D'Agostino Izzo Quirk Architects, Inc.

A handwritten signature in black ink, appearing to read 'Thomas D. Quirk', written in a cursive, flowing style.

Thomas D. Quirk



D'AGOSTINO IZZO QUIRK ARCHITECTS, INC.

Rate Schedule

December 2004

Principals

Charles Izzo	\$175.00
Thomas Quirk	\$150.00
Juan Cruz Molina	\$125.00
John Giangregorio	\$125.00
Fred Groff	\$125.00
Thomas Martinez	\$125.00
Jack Palanjian	\$125.00

Senior Associates/Associates - \$110.00

Wendy Magliozzi
Joan Reilly
John Shank

Architects/Designers - \$90.00

Chris Gola
Alan Mushroe
Eric Sealine

Designers - \$75.00

Christopher Dean
Katie Gunsch
Kyomin Lee
Kevin Poole
Mauricio Rodriguez
Mark Slivka

EXHIBIT B
Request for Proposal

February 28, 2005

I. INTRODUCTION

A. Project Description

You have been invited to provide Architectural and Engineering design services for the new City of Rockville Cultural Arts building in the new Rockville Town Square mixed use development in downtown Rockville Maryland.

The development located on six city blocks between the existing Hungerford Drive, E Middle Lane, N. Washington Street and Beall Avenue consists of two new city streets, public sidewalks and plazas, approximately 175,000 sf of new retail shops and restaurants including a Grocery Store, 1,012 public parking spaces, 620 residential units, a new Montgomery County public library and a 33,000 sf civic cultural arts center. For further information please go to <http://www.rockvillemd.gov/towncenter>

The Cultural Arts Building will occupy a site between the new Montgomery County Library and Newmarket Street at its intersection with Beall Avenue.

B. Ownership and Management

The project will be owned, developed, designed and constructed under a General Development Agreement between The Mayor and Council of Rockville (the City), Federal Realty Investment Trust (FRIT) and R/D Rockville, LLC. Federal Realty Investment Trust has been contracted by The City of Rockville to manage the design and construction of the building under this RFP. Development Management Group is under contract with FRIT to manage this portion of the Project.

The awarded Contractor will enter into an Agreement between it and The Mayor and Council of Rockville. Federal Realty Investment Trust will manage the solicitation, analysis and recommendation for award of the Agreement and shall negotiate the form of Agreement and manage the work of the designer.

February 28, 2005

C. Schedule

The Request for Pricing (RFP) packages are due no later than 5:00 PM on January 7, 2005. It is anticipated that evaluation of the RFP and award will be completed by January 14, 2005.

D. Scope of Proposal and Services

The Project will be a 3-story building of approximately 36,470 gross square feet. Included in the project is approximately 8,500 sf of street level "cold dark shell" retail space with 17' floor to floor, a loading dock, first floor lobby and 2 upper level floors of open plan space for future artist studios each with an approximate 16' floor to floor elevation, plus the required MEP rooms. The design will include one main entrance and elevator lobby area.

Utility services within the building must be set up to allow for the retail space to be separately metered and controlled from the civic uses. In addition, a portion of the building will contain metering and equipment to serve the performance aspects of the adjacent public plaza stage and AV needs. Programming information will be forthcoming from the Department of Parks.

Due to the lengthy development of space planning, needs assessments of the cultural flex space and the requirement to begin construction by Fall of 2006, the design will be delivered in two phases. The phase one work will include architectural, structural, mechanical, plumbing and electrical work to complete a "warm dark shell" on the second and third floors with a cold dark retail shell on the first floor. The phase two work will include perimeter gypsum wallboard and insulation, gypsum wallboard column covers, lighting, perimeter power and HVAC distribution for the second and third floors to create a "white box". Also included in phase two will be a bathroom core to be coordinated with the layout of the future tenant studios on the second and third floors.

The Project will be constructed at the intersection of Beall Avenue and Newmarket Streets, on a site immediately adjacent to the new Montgomery County Library, identified as Block 3A within the new Rockville Town Square.

SCHEDULE:

It is anticipated that the contract for these services will be awarded by January 14, 2004. Upon notice of award, the Architect will be invited to a pre-design meeting to further discuss the program, timing, client needs and introduce the Architect to the Project team. Design work should begin immediately after this session, but no later than January 31, 2005. Future Milestones are as follows:

February 28, 2005

Phase I

- 2/28/05 - Use Permit presentation and hearing process begins
- 3/29/05 - Schematic Design Documents Due
- 5/31/05 - Design Development and PGMP Bid Documents
- 6/29/05 - 90% Construction Documents / Permit Set

Phase II

- 8/1/05 - Core and Finish Schematics
- 8/15/05 - VE and Permit Comments Revision
- 9/1/05 - Start Construction Phase I Cold Dark Shell
- 10/1/05 - Phase II 90% Construction Documents / Permit & Bid Set
- 11/1/05 - 100% For Construction Sets Phase I and II issued
- 7/1/06 - Substantial Completion

SERVICES INCLUDED:

Professional services should include architectural, structural, mechanical, plumbing and electric design and production services all as necessary to develop the Project base building and subsequent phase two work as described above. Other consultants that may be required or requested at a later date but that should not be included in this proposal include: civil engineers, specialty lighting design, building security, interior design, landscape design, permit expediting, etc. if these services are retained by the Owner the Architect will include within this scope coordination with the work of these consultants.

Professional services will be divided into phases as follows:

1. Use Permit Approval Process:

The first phase of the design process will be to prepare a design package for submission to the City of Rockville Planning Commission for the approval of Use Permit application. The basis for this submission will be closed and mounted architectural elevations, floor plans, a site plan, potential finish materials and details required for a public presentation. The work should be compatible with the site plans, master plan Design Guidelines approved by the Mayor and Council dated August 4, 2003, the adjacent County Library, and related buildings and planning data. All of this information will be made available upon award of the Agreement.



February 28, 2005

It is noted that the Use Permit normally requires submissions that are Civil engineering in nature, and also normally requires the work of a landscape architect as a part of the submission requirements. These documents will be provided in a collaborative manner by the Federal Realty Investment Trust (FRIT) consultant team already working on the overall project.

A. Pre-submission planning and design process

1. Initially, the designer will assist the FRIT team in the conceptual design stage of the project.
2. Based on analysis of site constraints, including topography, height and zoning parameters, the designer will proceed to refine the conceptual plans to reflect specific FRIT program requirements.
3. Based on the consensus direction for the plan, a preliminary design package including building massing, floor plan configuration, and program delineation will be developed for further review and owner approval.
4. With the client preferred plan, initial meetings will be scheduled with the City of Rockville staff to present our initial concepts and to gauge initial reaction by staff to the plan's concepts and assumptions.

B. Use Permit Plan

Based on the Cjty Staff's comments and the resulting client approved concept plan approach, the Use Permit submission documents will be prepared. This process will include refinement of the plan and generally establish all massing and design parameters for the project.

During the review and approval of this submission there may be informal meetings with interested parties such as citizen groups, as well as City technical staff, and a formal a hearing before the Planning Board. The time line for this process should be from 45 to 60 days. Designer has included attendance at the required presentations during this period, as well as requested revisions to the plan package as agreed to by the FRIT team.

We believe that approval will require the following items from the designer's team:

1. Illustrative site plan
2. Dimensioned floor plans
3. Elevations illustratively rendered
4. Through sections
5. Facade material designations f. Area calculations

February 28, 2005

It is also anticipated that as tools for gaining Use Permit approval, a massing model in enough detail to define building proportion and scale and two sketch 3-dimensional renderings for architectural character will be required. Unit pricing for these items should be prepared as part of the proposal.

2. Schematic Design:

Based on the approved Use Permit package, schematic design documents will be produced which further define the building configuration and function in accordance with the program. During this phase preliminary structural and mechanical systems will be outlined and incorporated into the preliminary layouts. At this point designer will cooperate with the Owner's general contractor in the development of a preliminary statement of probable construction cost and a construction budget.

3. Design Development:

Based on the schematic design approved by the Owner, the designer will proceed to develop documents that define the building's character and function in detail. During this phase mechanical, electrical and structural systems will be selected and refined. Materials will be selected and an outline specification prepared that will be adequate for the preparation of a preliminary construction budget and schedule. The designer should anticipate inclusion of notes and narrative information necessary to assure that the budget adequately reflects the intended design. Designer will also need to answer the contractors questions and provide responses to clarifications and questions during this pricing period.

Documents to be prepared shall be 1/8"=1'-0" floor plans and elevations, cross sections, typical wall sections and schematic engineering plans for building systems.

It is understood that retail tenant space planning, interior fit-out and storefronts are to be completed by others. Also, for purposes of coordinating the bathroom core location, it is understood that Federal Realty Investment Trust will provide the programming and space planning of the second and third floor studio spaces, completed by others.

4. Construction Documents, Bid/Negotiation:

Upon owner's instructions, construction documents for the building will be prepared that will enable the Project to be competitively bid, permitted and constructed.

February 28, 2005

In process construction drawings will be printed at 75% and 95% for coordination and review. A final printing "for bid" will be made at 100%. Response to comments and questions received during the bid process will be through addenda, which will subsequently be incorporated into the construction documents. These revised documents that will also include permit comments will then be reprinted and issued "for construction". As part of basic services, timely value engineering suggestions by the Owner's cost consultant will be incorporated into contract documents up completion of the "for construction" documents. In addition, designer and its consultants will cooperate with the construction contractor for coordination of minor post bid value engineering items.

Designer will be expected to provide six sets of final construction documents and a electronic AutoCAD files for issuance to the Owner as a part of the base contract work.

5. Construction Administration Phase Services:

Designer and its consultants will review architectural, structural, mechanical, plumbing and electrical shop drawings for conformance with the design intent. Designer will make periodic site visits during construction to monitor the progress and quality of the work and attend monthly progress/requisition meetings. Such site visits shall be limited to one visit per month during the construction period as outlined above. For the purposes of this proposal the period of construction is considered to be no more than 10 months, commencing with the award of the initial Contract for Construction. Designer will also respond to legitimate contractor requests for information (RFI's), review change order requests, prepare a final punch list and make one final walk through to confirm resolution of punch list items. Visits required to rectify missing or unincorporated plan information will be provided as required.

The civil engineer, landscape architect and other special consultants will be responsible for construction administration for their segments of the work.

The designer is expected to consult with all governing agencies to assure that it understands the local requirements for plan submission, review and any local code modifications that may be applicable to this structure.

II. INSTRUCTIONS

A. Submission of RFP

Original submission packages due by 5 PM on January 7, 2005, shall be made to:



February 28, 2005

Brian J Spencer
Development Management Group
5017 Durham Road East
Columbia MD 21044
410 884-5393
Fax 884-5394
brianspencer@dmgroup.net

Clarifications and questions regarding the design intent, site conditions or business issues, please contact Brian J. Spencer of Development Management Group.

FRIT and The Mayor and Council of Rockville, reserve the complete and unfettered right to waive technicalities, irregularities, errors and omissions in the submission packages submitted pursuant to this Request For Pricing. FRIT and The Mayor and Council of Rockville further reserve the right, in their sole discretion, to: (1) award this Project to any contractor submitting a bid, whether or not the lowest responsible and responsive bidder; or (2) award this Project to a contractor that has not submitted a qualification package pursuant to this Invitation, even if qualifications are received from responsive and responsible contractors pursuant to this RFP. No contractor submitting a package pursuant to this RFP shall have any right or cause of action against FRIT or The Mayor and Council of Rockville for equitable or legal relief arising out of the general contractor's failure to be awarded the Project, and the general contractor agrees to such condition by submitting a bid pursuant to this RFP.

B. Form and Content of Request

1. Please sign acknowledgement of the terms and conditions of the Request For Pricing and return one executed copy with each RFP response.
2. Provide the following written or printed documentation:
 - a. Current company marketing literature.
 - b. A statement of qualification including evidence of financial stability, annual billings, ownership, officers and key personnel.
 - c. A list of past and current clients
 - d. A list of past and current projects.
 - e. A list of projects of similar complexity and size. Include client, client contact and project value.



December 17, 2004

III. ACKNOWLEDGEMENT

I/we the undersigned acknowledge the content of this Request for Proposal and agree that unless stated otherwise in our qualification information, agree that if awarded the Rockville Town Square Cultural Arts Building Contract for Rockville Town Square, will accept the terms and conditions of this entire package.

Designer:

D'AIG ARCHITECTS

[Signature]

By: Thomas D. Quirk

Title: V.P.

Date: 3 January 2005

EXHIBIT C

Insurance Requirements

Professional shall obtain, pay for and keep in force at all times during the performance of the Services, and afterwards, as may be required in this Exhibit, the following insurance coverages placed with insurance companies having an A.M. Best rating of A VI or better:

- a) Workers' Compensation Insurance in amounts required by statute in the state in which the Project is located.
- b) Employer's Liability Insurance with limits of liability of not less than:
\$500,000 each accident
\$500,000 disease policy limit
\$500,000 disease – each employee
- c) Automobile Liability Insurance, including owned, hired, and non-owned coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- d) Commercial General Liability Insurance (including Products and Completed Operations, Personal and Advertising Injury and Blanket Contractual coverages) with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Owner and its lender (if any) and Project Manager (if any), as well as any other individual or entity (together with its agents and employees) having legal or equitable interest in the Project, shall be added as an additional insured. The policy shall provide such additional insured with a thirty (30) day written notice of cancellation, non-renewal or material change. Any certificates of insurance furnished in accordance with this Agreement shall specify who has been added as additional insured and shall state that the policy has been amended to provide the thirty (30) day advance written notice.
- e) If this Agreement requires the performance of any professional services including, but not limited to, architectural or engineering services of any kind, then Professional shall procure and maintain, for a period of three (3) years after final payment under this Agreement, Professional Liability Insurance with a limit not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurance policies provided pursuant to the foregoing provisions of this section shall be in a form satisfactory to the Owner, and Professional shall furnish such policies to Owner upon request. Professional may meet the limits of liability indicated by means of the use of an umbrella liability policy. Any general liability policy must be written on an occurrence basis.

Owner shall be furnished with certificates evidencing that all such insurance specified herein is in force prior to commencement of the Work. If Professional fails to furnish and maintain the required insurance, Owner may either terminate this Agreement at once or purchase the required insurance and, in addition to any other remedies which Owner may have at law or in equity, deduct the cost thereof (together with reasonable charges for obtaining said insurance) from any sums due, or to become due, to Professional.

Professional's liability insurance coverage shall be primary as to any coverage available to, or through, the Owner.



MAYOR AND COUNCIL AGENDA

NO. 9

DEPT.: Community Planning and Development Services DATE PREPARED: 2/18/05
STAFF CONTACT: Arthur D. Chambers, AICP, Director FOR MEETING OF: 3/7/05

SUBJECT: Approval of proposal for architectural services for a three story Cultural Arts Building on future Newmarket Street to D'AIQ Architects of Boston, MA, in the amount of \$335,360 for Design Services and \$13,000 for Estimated Reimbursables, and a total of \$348,360.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:
☒ Within Budget ☒ Fund Capital Projects

RECOMMENDATION: Approve the proposal for architectural services for the Cultural Arts Building to D'AIQ architects, Boston, MA and authorize the City Manager to sign a contract for one of the following:

- a. A three story building – \$348,360 (attachment 1)
- b. A four story building \$428,860 (attachment 2)
- c. A five story building

DISCUSSION: This item was discussed at the January 31 Mayor and Council meeting. A copy of the agenda sheet from that meeting is attached for information (attachment 3). The first proposal is for a three story building at a cost of \$348,360 includes \$13,000 for reimbursable. The second proposal reflects an increase of \$80,500 due to the addition of a fourth floor to the building for a total of \$428,360 includes \$13,000 for reimbursable. The second proposal will result in the ground floor being retail (9,500 sq. ft.) with 1,800 sq. ft. for cultural arts; two floors for cultural arts and one floor for other uses such as a business incubator. As indicated at the January 31 Mayor and Council meeting, there will be a design team comprised of representatives from City Staff, FRIT, RAP and the architects. Concept design drawings would be made available to the Mayor and Council in late April. Schematic design would be forwarded to the Mayor and Council in late May. Use Permit approval would occur during the summer.

Pricing would occur at several different times over the summer. Construction is scheduled to begin in late September 2005. As indicated in the proposal from D'AIQ the design services would include architectural, structural engineering, mechanical, plumbing, electrical and life safety/fire engineering. It would not include the lighting since that is part of the public work program for Town Square.

It should be noted that although there is a proposal attached for a four-story building, the Mayor and Council have not formally decided on the number of stories. Additionally there has been some

*discussion about a fifth floor in order to provide two floors for a business incubator. Neither of the proposals from D'AIQ include an estimate for the costs to design a fifth floor. D'AIQ has been asked to estimate the costs to design a fifth floor.

The current CIP contemplates a three-story building, with \$4.2 million for construction and fit-out. There is a concern that those funds would not be sufficient based on recent experience with construction cost. Additional discussion will be needed by the Mayor and Council to identify funds for a fourth and/or a fifth floor.

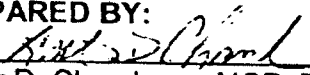
Section 17-88 of the City Code allows the City to utilize a special procurement procedure if the Mayor and Council make a written determination that a unique or unusual circumstance exists that makes competitive procurement process contrary to the City's interest. That must be a written record of the reasons justifying the special procurement.

Therefore, approval of this agenda item will also include a finding by the Mayor and Council that the public/private nature of the Town Square project, the City's contractual obligations to comply with the terms of the amended and restated GDA (approved June 2004) and the October 2003 MOU between the City and County create unique and /or unusual circumstances. There was the competitive process previously described. These factors make the typical competitive procurement process contrary to the City's interest and justifies the special procurement procedure.

Boards and Commissions Review: The Use Permit will be reviewed and approved by the Planning Commission.

Next Steps: Approve the proposal for design services to D'AIQ Architect, Boston MA. Design drawings of the building will be forwarded to the Mayor and Council in April and May.

PREPARED BY:


Arthur D. Chambers, AICP, Director

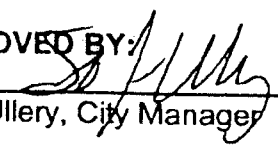
Date 3/1/2005

APPROVED BY:


Eileen Morris, Contracts Officer

3/2/05
Date 3/1/2005

APPROVED BY:


Scott Ullery, City Manager

3/2/05
Date

LIST OF ATTACHMENTS:

1. Proposal from D'AIQ for three story building.
2. Proposal form D'AIQ for a four story building.
3. Agenda Sheet for the January 31, 2005 Mayor and Council meeting.